

Exhibit 2 to Appendix D to DIR Contract No. DIR-TSO-3793
Services Module
US Public Sector (Direct)

1. INTRODUCTION

- 1.1 This Module for Services and Education ("Services Module") between CA, Inc., located at One CA Plaza, Islandia, New York 11749, Tel: 800 225 5224 ("CA"), and Customer, located at Customer Address, ("Customer"), effective specifies terms and conditions which apply to Services and Education that CA will provide to Customer.
- 1.2 This Service Module and DIR-TSO-3793 and the Foundation Agreement, effective _____ between CA and the Customer set forth the terms and conditions under which Customer may purchase Services hereunder. This Services Module incorporates by reference the terms of the Foundation Agreement effective Insert Effective Date between CA and Customer. Any capitalized terms used in this Services Module shall have the meaning given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1 "Attendees" means the participants authorized by the Customer to attend Education classes or courses or as indicated in the Transaction Document.
- 2.2 "CA Intellectual Property" means Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at anytime during the term of CA's and Customer's contract (ii) developed independently of the Services (iii) licensed from a third party.
- 2.3 "CA Personnel" means employees, sub-contractors or agents on behalf of CA that have entered into confidentiality provisions no less restrictive than defined in the Agreement.
- 2.4 "Course Materials" means any Education content provided to Customer in any media pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by CA or a CA subcontractor.
- 2.5 "Customer Intellectual Property" means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Customer, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any CA Intellectual Property.
- 2.6 "Deliverables" means Packaged Work Product and/or other items provided to the Customer pursuant to an SOW.
- 2.7 "Education" means any standard or customized education offerings, training or instruction, or related services, provided by CA or a CA subcontractor in any format or location, including without limitation, (i) instructor led training, including at CA or Customer site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a CA or third party training facility.
- 2.8 "Education Funds" means a pool of funds prepaid by Customer which may be applied to purchase Education.
- 2.9 "Packaged Work Product" means any CA Intellectual Property developed prior to or during the Services which relates to the functionality of CA software provided to the Customer as a Deliverable pursuant to a Statement of Work.
- 2.10 "PIN" means a unique number generated by CA and assigned to the Customer as described in this Services Module.
- 2.11 "Project Coordinator" means the individual appointed by a party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other party in relation to the Services.
- 2.12 "Services Documentation" means the documentation provided to the Customer pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, or installation and user guides, as applicable.
- 2.13 "Services" means the professional services provided by CA or its designated subcontractors to the Customer as set out in the relevant SOW.
- 2.14 "SOW" or "Statement of Work" means a description of Services to be provided or as referenced in the Transaction Document.

3. SERVICES OFFERING

- 3.1 CA will provide the Services as agreed in an SOW or Transaction Document, on the basis of time and materials, fixed price or staff augmentation each of which will be further described in the SOW.



3.2 CA will determine the individuals required for the provision of the Services.

3.3 Customer may request CA to change any particular CA Personnel assigned to the provision of the CA Services upon prior written notice provided that it can show reasonable cause for such request. CA will use reasonable efforts to replace such CA Personnel subject to parties agreeing that work schedules or time allotted for the Services may be impacted and require a change order.

4. EDUCATION OFFERING

4.1 CA will provide Education as agreed in a Transaction Document. The Transaction Document will indicate the courses or classes ordered, the number of Attendees and the location of the Education services, if applicable. Customer is responsible for any travel costs and/or expenses incurred to attend Education.

4.2 CA may require the registration or pre-registration of Customer's Attendees in order to attend or access the applicable Education. Customer acknowledges that CA has (or reserves) the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education. Any customized educational courses will be based on the rates and expenses of the instructor providing the course or such fees as stated in the Transaction Document, as applicable.

4.3 If CA cancels a class, due to unforeseen circumstances, or low enrollment, CA will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Customer may receive credit or reschedule the class to an alternative time

4.4 If Customer elects to use the CA Education web access point to allow its Attendees to select and apply Education Funds, CA will supply Customer with a PIN associated with the Transaction Document. The PIN shall be used to help manage the expenditure of the Education Funds and Customer will be responsible for (i) maintaining the confidentiality and proper use of that PIN by its Attendees designated to use such PIN and (ii) advising CA of such designated Attendees.

4.5 CA will invoice Customer in accordance with the provisions of the DIR Contract after performance of classes that Customer schedules. Cancellation in writing by Customer must be provided at least ten (10) business days prior to the class. If such notice is not given CA may charge up to 100% of the fees for the class.

5. COOPERATION

5.1 Each party acknowledges that the success of the Services requires the cooperation of both parties. Customer and CA shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.

5.2 Customer acknowledges and agrees that in order for CA to effectively perform the Services in a timely manner, Customer will cooperate with CA by making available on a timely basis (i) management decisions, information, approvals and acceptances (such as a milestone acceptance form where applicable) required by CA for the completion of the Services; (ii) appropriate access to Customer facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Customer shall supply CA Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.

5.3 Each party agrees to assign competent and qualified staff to participate in the performance of the Services.

6. FEES AND EXPENSES

6.1 Customer will pay to CA the fees, expenses and other charges as provided for or as defined in Appendix A, Section 8, F. Travel Expenses to DIR Contract No. DIR-TSO-3793 and the Transaction Document.

6.2 The Services are to implement the pre-existing features and functions of CA Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the CA software. Payment of license fees and/or support fees for CA software is not contingent upon Customer receiving the Services.

6.3 Customer acknowledges and agrees that it must use Education Funds within one (1) year from the effective date of the Transaction Document purchasing such funds. Any portion of Education Funds unused following such period shall expire and not be subject to any refund or credit.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Customer shall retain all rights in and to Customer Intellectual Property, including all Customer Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Customer.

7.2 CA shall retain all rights in and to all CA Intellectual Property and such rights shall remain vested in CA.

7.3 If information or materials are used by a party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other party.



- 7.4 Customer shall have the right to modify or adapt the Deliverables, excluding any Packaged Work Product, as required or deemed appropriate by Customer ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by CA and its licensors or subcontractors.
- 7.5 CA grants to Customer, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with CA software then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such CA software.

8. WARRANTY

- 8.1 CA warrants that (i) it will perform the Services as detailed in the applicable SOW; (ii) its instructors will provide Education in a professional workman like manner as described in a Transaction Document; and (iii) any Deliverable provided pursuant to a Transaction Document will conform to the Services Documentation for a period of ninety days (90)) days from date of delivery.
- 8.2 Customer shall provide written notice of a warranty claim within ninety (90) days of date of delivery ("Notice") of the Services or Education claimed defective or in the case of a Deliverable, the date of delivery, that gave rise to the warranty claim. If Notice is not provided to CA that a breach occurred and/or if milestone or acceptance forms are signed by Customer, then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.
- 8.3 EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY AND NONINFRINGEMENT AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA.

9. WARRANTY REMEDY

In the event of a breach by CA of the above Warranty section, Customer's remedy, at CA's discretion and in consultation with Customer, shall be to re-perform the Services and/or Education at no additional charge to Customer or to refund the applicable fees paid which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Customer; and (ii) that the alleged breach did not result from Customer's failure to abide by its obligations defined in the applicable Transaction Document or for its failure to follow the Services Documentation. Notwithstanding the foregoing, CA will first use commercially reasonable efforts to repair or replace the Services Deliverable and, if either remedy cannot be accomplished using commercially reasonable efforts, then CA will resort to refund of the applicable fees paid.

10. CHANGE REQUEST

- 10.1 Upon request by Customer or CA, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.

11. GENERAL TERMS

- 11.1 Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the order of precedence as set for in in Section 1.C. of Contract No. DIR-TSO-3793. 11.2 The Parties have caused this Services Module to be executed by their duly authorized representatives as identified below.

[DELETE 11.2 IF ATTACHED TO FOUNDATION AGREEMENT]

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

CA, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____